

Application No. 09/856,904
Attorney's Docket No. 000500-299
Page 3

REMARKS

The Office Action of November 20, 2002, has been carefully reviewed, and in view of the above amendments and the following remarks, reconsideration and allowance of the pending claims are respectfully requested.

In the above Office Action, claims 1-13 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Lynard et al.* (WO 98/27904) in view of *Meierhoefer* (U.S. Patent No. 4,104,214). For at least the reasons set forth below, Applicant respectfully traverses these rejections.

As amended above, claim 1 recites that the sheet-joining regions of the material laminate extend in the thickness direction of the material laminate through the top sheet and at least partially through the liquid transfer sheet. The liquid transfer sheet is thus compressed at the laminate bonding locations and liquid is more easily guided at these bonding locations towards the liquid transfer sheet. This amendment is supported by page 3, lines 24-26 of the present application. As explained in greater detail, beginning on page 32, line 29, the compression of the liquid transfer sheet at the laminate bonding locations enhances liquid transport into the liquid transfer sheet and towards the absorbent core due to the reduced pore size in the compressed area. This arrangement enables the liquid transfer sheet to effectively drain liquid away from the top sheet, thereby presenting a drier feeling against the skin of the user.

The primary reference upon which the Examiner relies, *Lynard et al.*, shows an absorbent article comprising a top sheet 38 (see Figure 2) bonded together with an acquisition component 44. The layers are fused at a plurality of discrete bonded areas or

Application No. 09/856,904
Attorney's Docket No. 000500-299
Page 4

"bonds" 52 (see page 10, lines 27-28). If the layers do not hold together, the liquid to be absorbed would run off the top sheet. In *Lynard*, a "window" 54 is shown on the top sheet (see Figure 1), without the bonds 52. This window is a liquid receiving section (see page 10, lines 30-33). The combination of this window 54 and the bonds in the other area results in a laminate, which improves the bonding between the layers and does not interfere with the acquisition of liquids into the absorbent layer. The bonds disclosed in *Lynard et al.* are not the same as the laminate bonding locations according to the present invention. More specifically, in contrast to the present invention bonding locations, liquid is not transported through the bonding areas 52 of *Lynard et al.*, but at the location of the window 54, which is an area for improved liquid transportation. See, page 14, lines 6-10. The unbonded window 54 provides the body-facing side of the sanitary napkin with a region in the liquid receiving zone that is free of bonded areas to eliminate any interference with the acquisition of liquids caused by the presence of bonds to maximize the handling capability of the sanitary napkin. It is also understood that the purpose of the bondings 52 is not to transport liquid, since *Lynard et al.* states "that the portion of said absorbent article underlying said unbonded window is capable of more readily acquiring liquids than the portion of said absorbent article underlying said bonded region."

Moreover, the description of the bonds 52 on page 12, lines 20 to 24, arranged closely in concave lines 56A shows that these bonds do not transfer liquid downwards to underlying layers. The formation of the concave lines of the bonds 52 results in that the liquid is wicked in the longitudinal direction and provides a barrier to the flow of exudates in the transverse direction (see claim 9).

Application No. 09/856,904
Attorney's Docket No. 000500-299
Page 5

Accordingly, not only does *Lynard et al.* fail to disclose or suggest laminate bonding locations where liquid is more easily guided towards the liquid transfer sheet, as recited in claim 1, but *Lynard et al.* specifically teaches away from the use of bonded areas in a liquid receiving zone in order to eliminate any interference with the acquisition of liquids caused by the presence of bonds and to maximize the handling capability of the sanitary napkin. As instructed by the Federal Circuit, when the presence of a component is taught as being undesirable, or as adversely affecting the process, the reference warns against rather than teaches the inventive process including such component. *In re Fine*, 5 USPQ2d 1596, 1599 (Fed. Cir. 1988). Thus, it is error to find obviousness where references "diverge from and teach away from the invention at hand". *In re Fine, supra* at 1599 (quoting W.L. Gore & Assoc. v. Garlock, Inc., 220 USPQ 303, 311 (Fed. Cir. 1983)).

The secondary reference upon which the Examiner relies, *Meierhoefer* (U.S. Patent No. 4,104,214), discloses a regenerated cellulose fiber having a pH of 5-7.5 for use in absorbent articles. Such a regenerated cellulose structure is not a superabsorbent in the sense of the present invention (see page 12, lines 4-9, of the specification) and does not have the excellent liquid retaining properties or capacity of retaining liquids when the structure is subjected to a compression as conventional superabsorbents have, which are based on polyacrylate. A combination of the teachings of *Lynard et al.* and *Meierhoefer* would thus not lead to the present invention of claims 1-13.

Still further, as amended above, claim 3 now recites a degree of neutralization less than 45%. This degree of neutralization is not disclosed or suggested by *Meierhoefer*.

Application No. 09/856,904
Attorney's Docket No. 000500-299
Page 6

Accordingly, for at least this reason, Applicant further contends that claim 3 is not obvious over the teachings of *Lynard et al.* and *Meierhoefer*.

CONCLUSIONS

In view of the above amendments and remarks, Applicant respectfully submits that the claims of the present application are now in condition for allowance, and an early indication of the same is earnestly solicited.

Should any questions arise in connection with this application or should the Examiner believe that a telephone conference would be helpful in resolving any remaining issues pertaining to this application, the Examiner is kindly invited to call the undersigned counsel for applicant regarding the same.

Respectfully submitted,

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Application No. 09/856,904
Attorney's Docket No. 000500-299
Mark-up of Claims - Page 1

Attachment to Amendment dated February 20, 2003

1. (Twice Amended) An absorbent article, comprising:

an absorbent body enclosed between a liquid-impermeable backing sheet and a material laminate in the form of a liquid permeable, fibrous sheet of material forming a top sheet, and a liquid-permeable, porous and resilient sheet of material, forming a liquid transfer sheet lying proximal to the absorbent body,

wherein the material laminate has a planar extension and a thickness direction perpendicular to said planar extension,

wherein at least one of the top sheet and the liquid transfer sheet includes thermoplastic material, and the top sheet and the liquid transfer sheet are joined together through the use of laminate bonding locations on the material laminate, within which the thermoplastic material is caused to at least partially soften or melt and thereby join together the top and liquid transfer sheets at a sheet joining region,

wherein the absorbent body includes a partially neutralised superabsorbent; and

wherein the sheet-joining regions of the material laminate extend in the thickness direction of said material laminate through the top sheet and at least partially through the liquid transfer sheet, such that the liquid transfer sheet is compressed at the laminate bonding locations and liquid is more easily guided at said bonding locations towards the liquid transfer sheet.

Application No. 09/856,904
Attorney's Docket No. 000500-299
Mark-up of Claims - Page 2

Attachment to Amendment dated February 20, 2003

3. (Three Times Amended) An absorbent article according to Claim 1,
wherein the partially neutralized superabsorbent has a degree of neutralisation less than
45% such that the pH in the absorbent body of the article when wetted will lie in the range
of 3.5-4.9.